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UNITED STATES BANKRUPTCY COURT

2004 JUL 26 AM 11:06

DULUTH DIVISION DISTRICT OF MINNESOTA U.S. BANKRUPTCY COURT  
DULUTH, MN

Debtor's Name <b>ROY R. REINHARDT AND DOLORES C. REINHARDT</b>	Bankruptcy Case No. <b>04-50780</b> Chapter <b>7</b>
Creditor's Name and Address <b>LAKE STATE FEDERAL CREDIT UNION P.O. Box 569 210- OLD HIGHWAY 615 HINCKLEY, MN 55037</b>	<b>REAFFIRMATION AGREEMENT</b>

**INSTRUCTIONS:**

- 1) Attach a copy of all court judgments, security agreements and evidence of their perfection.
- 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR**

This agreement gives up the protection of your bankruptcy discharge for this debt. As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

The agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless (1) you have attended a reaffirmation hearing in the bankruptcy court, (2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate).

## REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

### THE DEBT

Total Amount of Debt when Case was Filed. . . . . \$ 624.56

Total Amount of Debt Reaffirmed. . . . . \$ 563.77

Above total includes the following:

Interest Accrued to date of Agreement. . . . . \$ 1.64

Attorney Fees. . . . . \$ \_\_\_\_\_

Late Fees. . . . . \$ \_\_\_\_\_

Other Expenses or Costs Relating to the  
Collection of this debt (Describe) \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Annual Percentage Rate (APR). . . . . 10.450 %

Amount of Monthly Payment. . . . . \$ 65.71

Date Payments Start. . . . . 8-10-04

Total Number of Payments to be made. . . . . 36

Total of Payments if paid according to schedule. . . . . \$ 34

Date Any Lien Is to Be Released if paid according to schedule 4-10-05

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any): \_\_\_\_\_

Payments on this debt (check one) ☐ [were] ☒ [were not] in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows: \_\_\_\_\_

### CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model: 1997

Jeep Cherokee VIN: 1J4FJ6885VL506830

Value. .... \$ 6425.00

Basis or Source for Valuation. .... NADA

Current Location and Use of Collateral. Vehicle in debtor's possession

Expected Future Use of Collateral. . . . .

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under Section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute.

The nature of the dispute (if any) is: \_\_\_\_\_

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT  
ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is \$ 1,024.00.

My current monthly expenses total \$ 836.00, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement (check one) ☐ [will] ☒ [will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because: WE HAVE AN EQUITY INTEREST  
OF IN THIS FAMILY AUTO

I believe this agreement is in my best interest because: \_\_\_\_\_

I (check one) ☐ [considered] ☐ [did not consider] redeeming the collateral under Section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because: \_\_\_\_\_

I (check one) ☐ [was] ☒ [was not] represented by an attorney during negotiations on this agreement.

Any documents which created and perfected the security interest or lien (check one)  
☒ [are] ☐ [are not] attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because:

(copy of lien card enclosed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]

SIGNATURES

[Signature]  
Signature of Debtor

Date: July 9, 2004

[Signature]  
Signature of Joint Debtor

Date: July 9, 2004

Lake State Federal Credit Union  
Name of Creditor

[Signature]  
Signature of Creditor Representative  
COLLECTION OFFICER

Date: 7-23-04

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor(s); (2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

\_\_\_\_\_  
Signature of Debtor's Attorney, if any

Date: \_\_\_\_\_

**Vehicle Summary With NADA Values**  
**N.A.D.A Official Used Car Guide**  
**Thursday, July 22, 2004**

**Guide Edition:** Midwest Used Car Guide - July 2004

**Vehicle Description:** 1997 JEEP  
 CHEROKEE-6 CYL. SW 4D SPORT 4WD

<b>VIN:</b> 1J4FJ68S5VL506830	<b>Weight:</b> 3153
<b>Stock #:</b>	<b>MSRP:</b> \$20,460

<b>N.A.D.A. Base Values:</b>	<b>Retail:</b>	<b>\$6,425</b>	<b>Trade:</b>	<b>\$4,700</b>	<b>Loan:</b>	<b>\$4,250</b>
Mileage Value (85000 Miles)		\$0				
Accessories Values		\$0		\$0		\$0

<b>N.A.D.A Adjusted Values:</b>	<b>Retail:</b>	<b>\$6,425</b>	<b>Trade:</b>	<b>\$4,700</b>	<b>Loan:</b>	<b>\$4,250</b>
Appraiser Adjustment Value		\$0				

<b>Adjusted Values:</b>	<b>Retail:</b>	<b>\$6,425</b>	<b>Trade:</b>	<b>\$4,700</b>	<b>Loan:</b>	<b>\$4,250</b>
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<b>Accessories:</b>	<b>Retail</b>	<b>Trade</b>	<b>Loan</b>
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**Appraiser Adjustments:**

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

REINHARDT ROY RICHARD  
503 1ST NE  
HINCKLEY MN 55037

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

\*

AMJ701

1ST SECURED PARTY

**LIEN HOLDER**

Year 97	Make JEEP	Model 4WCHK	Title No. B1410P612
VIN 1J4FJ68S5VL506830		Security Date 04/18/02	Rebuilt NO

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien.

LAKE STATE FEDERAL CREDIT UN  
406 NORTH COMMERCIAL  
SANDSTONE MN 55072

Attn: Teri

from  
Andrea